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FOUNDED 1866

July 18, 2013

**FILED**

**JUL 19 2013**

**Via Federal Express**

C. Jane Radlinski  
309 E. Church Street  
Jacksonville, FL 32202-2625

**THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT**

Re: Pearson, et al. v. NBTY, Inc., et al., No. 1:11-cv-07972

Dear Ms. Radlinski:

We are in receipt of your letter of June 24, 2013, in which you object to one part of the settlement in the above-referenced case, in particular, the requirement of proof of purchase in order to receive \$5.00 per purchased bottle of Osteo Bi-Flex (up to 10 bottles).

First, we want to thank you for being a loyal customer and for participating in the Osteo Bi-Flex Ambassador's Club program. We understand your concerns about your inability to submit an intact box due to your participation in the program, *i.e.*, you have already submitted part of the box in order to redeem reward points for coupons.

Rexall's records show that you have submitted, at some point in time, 800 reward points for redemption. While we do not know precisely which Osteo Bi-Flex products you purchased or in what amount, we do know that 800 reward points represents the purchase of at least 14 bottles ([www.osteobiflex.com/ambassadors-club/](http://www.osteobiflex.com/ambassadors-club/)). Should you choose to file a claim under the *Pearson* settlement, you may submit a claim for 10 bottles, at \$5.00 each (the maximum amount recoverable under the settlement), and may use this letter as proof of purchase. Alternatively, if you still have any of the three coupons that you received as a result of submission of your reward points, a copy of those coupons may also be submitted as proof of purchase.

For every Osteo Bi-Flex claim submitted, Rexall will review current Ambassador's Club data to determine whether the claimant has accrued any Ambassador's Club points and, based on any points accrued, will credit the claimant with documented purchases up to a maximum of ten (10) purchases. Accordingly,



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Rexall has revised the claim form to better explain the process: "If you are a member of the Osteo Bi-Flex Ambassador's Club and have previously submitted Reward Points to Rexall, (a) current Ambassador's Club data will be reviewed as part of the consideration of your claim, and (b) you may be entitled to recovery based on proof of purchase previously submitted to Rexall." See [www.glucosaminesettlement.com/claim](http://www.glucosaminesettlement.com/claim).

We trust that this response, coupled the better explanation of the claim process, allay the concerns reflected in your letter. Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Kara L. McCall".

Kara L. McCall

cc: Clerk of the Court, N.D. Illinois  
Peter N. Freiberg  
Stewart M. Weltman

**SIDLEY**  
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Clerk of the Court, N.D. of Illinois

By Hand Delivery